

## **SECTION B** **SUPPLIES OR SERVICES PRICES / COST**

### **B.01 TYPE OF CONTRACT - ITEMS BEING ACQUIRED**

- (a) This is a Firm-Fixed-Price (FFP) Contract for support of the Portsmouth and Paducah Site Specific Advisory Boards (SSAB) located at the Portsmouth Gaseous Diffusion Plant in Piketon, OH, and the Paducah Gaseous Diffusion Plant in Paducah, KY. The contractor shall furnish all personnel, facilities, equipment, material, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).
- (b) Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract.

### **B.02 BASIC TERM OF PERFORMANCE - CLIN 001 – FIRM-FIXED-PRICE**

- (a) Portsmouth Gaseous Diffusion Plant in Piketon, OH - The Basic Term of Performance for the work described in Section C is one (1) year from date of award as follows:

<b>Performance Period</b>	<b>Month</b>	<b>Price Per Month</b>	<b>Total Firm-Fixed-Price</b>
Basic Term	12	<b>\$32,393</b>	<b>\$388,721</b>

- (b) Paducah Gaseous Diffusion Plant in Paducah, KY - The Basic Term of Performance for the work described in Section C is one (1) year from date of award as follows:

<b>Performance Period</b>	<b>Month</b>	<b>Price Per Month</b>	<b>Total Firm-Fixed-Price</b>
Basic Term	12	<b>\$32,895</b>	<b>\$394,745</b>

### **B.03 OPTION ONE FOR ADDITIONAL SERVICES - CLIN 002 - FIRM-FIXED-PRICE**

- (a) Portsmouth Gaseous Diffusion Plant in Piketon, OH – The Government may require the delivery of work described in Section C as follows:

<b>Performance Period</b>	<b>Month</b>	<b>Price Per Month</b>	<b>Total Firm-Fixed-Price</b>
Year One	12	<b>\$33,265</b>	<b>\$399,178</b>

- (b) Paducah Gaseous Diffusion Plant in Paducah, KY – The Government may require the delivery of work described in Section C as follows:

<b>Performance Period</b>	<b>Month</b>	<b>Price Per Month</b>	<b>Total Firm-Fixed-Price</b>
Year One	12	<b>\$33,235</b>	<b>\$398,825</b>

**B.04 OPTION TWO FOR ADDITIONAL SERVICES - CLIN 003 - FIRM-FIXED-PRICE**

- (a) Portsmouth Gaseous Diffusion Plant in Piketon, OH – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Two	12	\$33,238	\$398,855

- (b) Paducah Gaseous Diffusion Plant in Paducah, KY – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Two	12	\$33,129	\$397,553

**B.05 OPTION THREE FOR ADDITIONAL SERVICES - CLIN 004 - FIRM-FIXED-PRICE**

- (a) Portsmouth Gaseous Diffusion Plant in Piketon, OH – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Three	12	\$33,841	\$406,097

- (b) Paducah Gaseous Diffusion Plant in Paducah, KY – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Three	12	\$33,497	\$401,744

**B.06 OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE**

- (a) Portsmouth Gaseous Diffusion Plant in Piketon, OH – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Four	12	\$34,008	\$408,099

- (b) Paducah Gaseous Diffusion Plant in Paducah, KY – The Government may require the delivery of work described in Section C as follows:

Performance Period	Month	Price Per Month	Total Firm-Fixed-Price
Year Four	12	\$33,832	\$405,978

**B.07 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line item 001 and the Option Contract line items (if exercised) may be incrementally funded. For Contract line item 001, the sum of \$441,999 of the total price is presently available for payment and allotted to this contract.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract.

(c) The Contractor will notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state the estimated date when that point will be reached.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

## SECTION C

### PART 1 OF 2

Professional Services for the  
Portsmouth Site Specific Advisory Boards  
Performance Work Statement

#### **1. Objective**

The Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) requires administrative, technical, and outreach support for Environmental Management's (EM) Portsmouth Gaseous Diffusion Plants' (PPGDs) Site Specific Advisory Board(s) as required by federal law and departmental policy. Professional services include but not limited to:

- 1) Recruit SSAB members and complete member appointment packages;
- 2) Support the information requirements of monthly SSAB meetings;
- 3) Logistically support monthly SSAB meetings;
- 4) Communicate SSAB news to the public and other interested stakeholders;
- 5) Report, on a monthly or ad hoc basis, financial data to the DOE SSAB Coordinator; and
- 6) Facilitate communication between Board members, DOE, and liaisons
- 7) Maintain an informational database to meet federal recordkeeping requirements;
- 8) Coordinate board member travel and training, as needed;
- 9) Provide facilitation services for board meetings and committee meetings, as needed;
- 10) Provide technological advancements and interconnectivity between DOE, and the SSAB.

#### **2. Background**

The SSAB is comprised of a volunteer board which is chartered under the Federal Advisory Committee Act (FACA) to advise the DOE on issues pertaining to PGDPs. SSAB members represent the broadest cross sections possible from among the public affected by EM's clean-up activities, and related policy decisions. SSAB members are appointed by DOE for a two-year renewable term with members serving no more than three two-year terms for a total of six years without special approval.

#### **3. Performance Work Statement**

After receipt of a written notice to proceed from the Contracting Officer, the contractor shall begin performance in accordance with the terms and conditions of the contract.

Contractor personnel shall be fully trained, skilled and knowledgeable to perform the services which include, but are not limited to:

### **3.1 SSAB recruitment and member appointments.**

These activities include tasks such as:

- Tracking membership appointments and anticipating openings in SSAB membership.
- Developing and maintaining a process for filling board vacancies as they arise. This process should emphasize maintaining diversity (racial, economic, educational, ethic and other) in the SSAB that represents the surrounding communities affected by the EM program.
- With DOE concurrence, develop and distribute effective recruiting materials for generating potential new Board members, as appropriate.
- Prepare appointment packages for nominees for submittal to DOE Headquarters.
- Assist DOE with new member training of EM SSAB procedures and overview of PGDP projects, including coordination of materials, orientation meetings, and tours.
- Assist DOE in conducting appropriate recognition for outgoing members.

### **3.2 Support DOE during SSAB meetings.**

Subcommittee meetings are held each month. Specific subcommittee meetings may be held for various individual subcommittees determined by the SSAB's workplan: Subcommittees may be discontinued or additional subcommittees added. In addition to subcommittee meetings, a SSAB meeting is held every other month. Occasionally it is necessary to call an ad hoc SSAB meeting. At least one time a year there will also be an external planning meeting, which may last at least a day and a half. The contractor will support members from each local Board to attend and participate in semi-annual meetings of the EM SSAB Chairs to discuss complex-wide EM issues. Activities for those meetings shall involve at a minimum the following:

- Meeting site logistics: Maintaining an appropriate meeting location/space, identify and provide for meeting equipment, maintaining iPad devices and support as necessary, materials (audio/video system support may be necessary), meeting space setup and breakdown. Utilize electronic methods to support the President's paperless initiative and to increase productivity of the SSAB members. Where approved by site management implement the use of iPads to eliminate multiple copies of meeting materials. Provide a network to support the iPad devices and interconnectivity between SSAB members, and SSAB parties.
- Provide facilitator support service for monthly board meetings.
- Provide technical advisory support services, if requested by SSAB.
- Meeting administrative support: Preparing Federal Register notices and meeting notebooks, including electronic notebooks where appropriate; annotating minutes and action items; preparing agenda and setting up conference calls; coordinating miscellaneous administrative tasks such as technical presentations prepared by other federal and contractor/ sub-contractor staff.

- Support SSAB members in the development of presentations and recommendations.
- Record and maintain meeting actions, which includes maintaining meeting records (including meeting minutes), video tapes, notebook archives, handouts, recommendations, and committee work plans.
- Provide administrative/logistical support for all standing and ad hoc meetings.
- Comply with FACA, SSAB charter, by-laws and procedures.

### **3.3 Support SSAB personnel in communications.**

Support SSAB personnel in communications with DOE, other SSABs, regulatory parties, schools, elected officials, environmental organizations and with the general public. These products must be both technically correct and understandable to the general public. The routine communication activities are listed below, however there may be other communication activities required by DOE:

- Maintain content on the SSAB web site.
- Maintain the SSAB office telephone line. Contractor must have good communication skills with the public and with SSAB members and be knowledgeable about the EM cleanup program.
- Coordinate presentations to area groups, such as schools, elected officials, and service clubs.
- Place advertisements in area newspapers, local radio stations, and on web sites to announce SSAB meetings.
- Draft press releases and articles for DOE publications on SSAB topics, as requested by DOE.
- Draft press releases for SSAB recommendations, at the direction of the SSAB Chair.
- Produce an annual report on Board activities in compliance with FACA.
- Provide GIS/strategic planning to assist SSAB future reuse efforts of the site and to facilitate adaptive re-use.

### **3.4 Provide Deputy Designated Federal Official, Federal Coordinator, Liaisons, EM Headquarters, SSAB and DOE SSAB Coordinator with administrative support.**

- Maintain currency with DOE Environmental Management guidance on SSABs and SSAB by-laws as well as FACA.
- Manage incoming and outgoing correspondence.
- Provide and retain electronic records for the SSAB Office, the DOE Environmental Information Center and the DOE SSAB Coordinator.
- Provide administrative/logistical/facilitation support for conferences and/or workshops as directed by DOE.
- Coordinate communications and events with other SSABs, including bimonthly Chair's conference calls and semiannual Chair's meetings.
- Plan, administer, and report the financial resources required for the SSAB program according to DOE guidance and Federal regulations.

- Provide stewardship of financial resources provided on behalf of the SSAB.

### **3.5 Travel**

- Assist in SSAB member travel requests and the necessary official travel reporting in accordance with Federal travel requirements and the SSAB's bylaws for the following events: annual board planning retreat, up to 3 board members to the semi-annual EM SSAB Chairs meeting, and up to 1 board member for the Waste Management Symposium.
- Develop, maintain, and distribute travel guidelines to keep members aware of rules and restrictions.
- Travel by the Contractor will be required. Contractor personnel will travel between sites to support full board and subcommittee meetings, SSAB national meetings, SSAB offsite meetings, and SSAB information gathering meetings. All travel shall be reimbursed in accordance with Federal travel regulations.

### **3.6 Facility Costs**

The Contractor shall be responsible for maintaining facilities in support of the SSAB which include rent, telephone, copier, supplies, and any other office related expenses.

## **4. Performance Requirements**

- 4.1 Draft SSAB meeting agendas shall be generated and distributed by the contractor at least one week prior to the scheduled meeting.
- 4.2 Contractor staff shall manage all of the SSAB's meeting logistical requirements (notices, site location, materials, sound/video, and facilitator) for each scheduled board (including at least one retreat), subcommittee and ad hoc meetings.
- 4.3 SSAB member satisfaction of contractor staff support shall be measured through verbal and written feedback from the complaints and/or compliments reported to DOE on a monthly basis. The contractor shall maintain a log of complaints and associated corrective actions. The contractor shall assure that all corrective actions are addressed and closed as soon as possible, but no later than 30 days from the date of complaint.
- 4.4 Correct, accurate information shall be provided by the contractor to DOE and SSAB stakeholders on first request.
- 4.5 The contractor shall perform all activities necessary for the management of all membership records, application process, application evaluation/recommendation process, and development of appointment packages as required by FACA regulations. In addition to FACA the contractor will follow SSAB By-Laws as well as PPPO DOE HQ EM guidelines.
- 4.6 The contractor shall keep the Ports SSAB website updated by submitting updates a minimum of once per week. The contractor shall also have

knowledge of other websites related to DOE environmental management activities.

- 4.7 The contractor shall assure that all SSAB email and phone messages for information requests and comments are checked and responded to within 48 hours of receipt of the e-mail or phone message.
- 4.8 The contractor shall assure 100% completeness of address list, phone numbers, email addresses and other documents and information pertinent to the SSAB, DOE SSAB complex, DOE HQ and PPPO contacts. The DOE SSAB Coordinator shall furnish the initial lists and information upon contract award. The contractor shall ensure the associated lists are updated semi-annually prior to the SSAB Chair's meeting.
- 4.9 The contractor will support the hosting of the national SSAB chairs at Ports within a four year period. It is anticipated that Ports will host the Chairs meeting in Fall, 2013 and again in Fall 2017.
- 4.10 The contractor shall assure the technical correctness of SSAB deliverables as determined by the DOE SSAB Coordinator and the SSAB members. Re-writes of deliverables required by the SSAB for approval shall not exceed three.
- 4.11 The contractor shall list, assign, and track all SSAB action items. The contractor shall be proactive in tracking completion of action items. Zero action items shall be unaddressed for more than 60 days, unless DOE EM or the SSAB has provided an interim response which details how and when the actual response shall be provided.
- 4.12 The contractor shall proactively plan presentations and seek information from appropriate DOE-PPPO and other DOE federal and contractor/subcontractor staff for EM activities. Proactive planning is defined as having the necessary technical information, subject matter experts, and/or materials coordinated prior to SSAB meetings/activities that require the presentation or information. Electronic or hard copy material shall be available prior to the appropriate SSAB meeting/activity.
- 4.13 The contractor shall provide Board Meeting packages (agenda, briefing sheets, presentations, etc.) to the DOE SSAB Coordinator at least one week in advance of the board meeting. Such material may be provided electronically and/or via iPad.
- 4.14 The contractor shall track and provide monthly financial expenditure reports to the DOE SSAB Coordinator, the COR, and the SSAB Executive Committee (format to be defined by this committee). These reports will be due by the 15<sup>th</sup> of each month.
- 4.15 On an annual basis, DOE shall formally evaluate performance on such elements as quality, cost control, timeliness, business relations, customer satisfaction and/or compliance with safety and security standards. The contractor is expected to conduct all work in a manner that promotes and improves productivity, efficiency and minimizes waste of government resources. Exercising contract options to extend services are contingent on satisfactory performance.
- 4.16 The contractor will utilize technology to increase effectiveness and productivity of the boards.
- 4.17 Regulatory Compliance - The Contractor shall fully comply with all applicable laws, regulations, PPPO procedures and DOE directives relating to public involvement/public information which includes, but are not limited to: 1) Department Policy such as DOE Public Participation Policy – P.1210.01; PORTS



Community Relations Plan 2) Federal Law: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); National Environmental Policy Act (NEPA); Freedom of Information Act (FOIA) and Electronic Freedom of Information Act Amendments (EFOIA); Federal Advisory Committee Act (FACA); Resource Conservation and Recovery Act (RCRA).

- 4.18 Hours of Operation – The SSAB meetings shall occur both during normal business hours and evening hours. The contractor shall be expected to plan its weekly work hours in support of the needs and schedules of the SSAB and meeting requirements.

## **5. Deliverables**

- 5.1 Board meeting notebook (contents consistent with the currently developed notebook which includes at a minimum the following: meeting agenda, SSAB minutes, task force summaries and minutes, project presentations, next month's calendar, attendance matrix, budget report, work plan, next month's agenda, action items, and any recommendations up for vote).
- 5.2 Committee Work Plans (Annually).
- 5.3 Annual SSAB report of activities/accomplishments.
- 5.4 Four (4) Quarterly electronic SSAB Newsletter reports if specified by each Board.
- 5.5 Annual self-assessment and board assessment of performance from annual DOE/EM prime contractor/SSAB/ due 30 days prior to Annual Planning Retreat.
- 5.6 Monthly cost report to the DOE Lexington Financial Service Center (LFSC) for each task performed by the 15<sup>th</sup> of each month.
- 5.7 Contractor shall support the expansion of iPads , if requested.

## SECTION C

### PART 2 OF 2

Professional Services for the  
Paducah Site Specific Advisory Boards  
Performance Work Statement

#### **1. Objective**

This Performance Work Statement (PWS) is for both Portsmouth and Paducah Site Specific Advisory Board(s) (hereafter referred to as SSAB) and is therefore broken out into two “parts”. Part 1 is for Portsmouth SSAB; Part 2 is for Paducah SSAB.

The Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) requires administrative, technical, and outreach support for Environmental Management’s (EM) Paducah Gaseous Diffusion Plants’ (PPGDPs) Citizens Advisory Board(s) (hereafter referred to as CAB) as required by federal law and departmental policy. Professional services include but not limited to:

- 1) Recruit CAB members and complete member appointment packages;
- 2) Support the information requirements of monthly CAB meetings;
- 3) Logistically support monthly CAB meetings;
- 4) Communicate CAB news to the public and other interested stakeholders and coordinate outreach efforts;
- 5) Report, on a monthly or ad hoc basis, financial data to the DOE CAB Coordinator; and
- 6) Facilitate communication between Board members, DOE, and liaisons;
- 7) Maintain an informational database to meet federal recordkeeping requirements;
- 8) Coordinate board member travel and training, as needed;
- 9) Provide facilitation services for board meetings and committee meetings, as needed
- 10) Provide technological advancements and interconnectivity between DOE, FFA parties and the CAB.

#### **2. Background**

The CAB is comprised of a volunteer board which is chartered under the Federal Advisory Committee Act (FACA) to advise the DOE on issues pertaining to PPGDPs. CAB members represent the broadest cross sections possible from among the public affected by EM’s clean-up activities, and related policy decisions. CAB members are appointed by DOE for a two-year renewable term with members serving no more than three two-year terms for a total of six years without special approval.

### **3. Performance Work Statement**

After receipt of a written notice to proceed from the Contracting Officer, the contractor shall begin performance in accordance with the terms and conditions of the contract.

Contractor personnel shall be fully trained, skilled and knowledgeable to perform the services which include, but are not limited to:

#### **3.1 CAB recruitment and member appointments.**

These activities include tasks such as:

- Tracking membership appointments and anticipating openings in CAB membership.
- Developing and maintaining a process for filling board vacancies as they arise. This process should emphasize maintaining diversity (racial, economic, educational, ethic and other) in the CAB that represents the surrounding communities affected by the EM program.
- With DOE concurrence, develop and distribute effective recruiting materials for generating potential new Board members, as appropriate.
- Prepare appointment packages for nominees for submittal to DOE Headquarters.
- Assist DOE with new member training of EM SSAB procedures and overview of PPGDP projects, including coordination of materials, orientation meetings, and tours.
- Assist DOE in conducting appropriate recognition for outgoing members.

#### **3.2 Support DOE during CAB meetings.**

Subcommittee meetings are typically held every other month. Specific subcommittee meetings may be held for various individual subcommittees as determined by the CAB's workplan: Subcommittees may be discontinued or additional subcommittees added. In addition to subcommittee meetings, a CAB meeting is held every other month. Occasionally it is necessary to call an ad hoc CAB meeting. At least one time a year there will also be an external planning meeting, which may last at least a day and a half. The contractor will support members from each local Board to attend and participate in semi-annual meetings of the EM SSAB Chairs to discuss complex-wide EM issues. Activities for all meetings shall involve at a minimum the following:

- Meeting site logistics: Maintaining an appropriate meeting location/space, identify and provide for meeting equipment, maintaining iPad devices and support as necessary, materials (audio/video system support may be necessary), meeting space setup and breakdown. Utilize electronic methods to support the President's paperless initiative and to increase productivity of the SSAB members. Where approved by site management implement the use of iPads to eliminate multiple

copies of meeting materials. Provide a network to support the iPad devices and interconnectivity between SSAB members, and SSAB parties.

- Provide facilitator support service for monthly board meetings.
- Provide technical advisory support services, if requested by SSAB.
- Meeting administrative support: Preparing Federal Register notices and meeting notebooks, including electronic notebooks where appropriate; annotating minutes and action items; preparing agenda and setting up conference calls; coordinating miscellaneous administrative tasks such as technical presentations prepared by other federal and contractor/ sub-contractor staff.
- Support SSAB members in the development of presentations and recommendations.
- Record and maintain meeting actions, which includes maintaining meeting records (including meeting minutes), video tapes, notebook archives, handouts, recommendations, and committee work plans.
- Provide administrative/logistical support for all standing and ad hoc meetings.
- Comply with FACA, SSAB charter, by-laws and procedures.

### **3.3 Support CAB personnel in communications.**

Support CAB personnel in communications with DOE, other SSABs, regulatory parties, schools, elected officials, environmental organizations and with the general public. These products must be both technically correct and understandable to the general public. The routine communication activities are listed below, however there may be other communication activities required by DOE:

- Maintain content on the CAB web site.
- Maintain the CAB office telephone line. Contractor must have good communication skills with the public and with SSAB members and be knowledgeable about the EM cleanup program.
- Coordinate presentations to area groups, such as schools, elected officials, and service clubs.
- Place notifications in area newspapers, local radio stations, the Paducah public-access cable channel Bulletin Board, and on web sites to announce CAB meetings.
- Draft press releases and articles for DOE publications on CAB topics, as requested by DOE.
- Draft press releases for CAB recommendations, at the direction of the CAB Chair.
- Produce an annual report on Board activities in compliance with FACA.
- Provide GIS/strategic planning to assist CAB future reuse efforts of the site and to facilitate adaptive re-use.

### **3.4 Provide Deputy Designated Federal Official, Federal Coordinator, Liaisons, EM Headquarters, SSAB and DOE SSAB Coordinator with administrative support.**

- Maintain currency with DOE Environmental Management guidance on SSABs and SSAB by-laws as well as FACA.
- Manage incoming and outgoing correspondence.
- Provide and retain electronic records for the CAB Office, the DOE Environmental Information Center and the DOE SSAB Coordinator.
- Provide administrative/logistical/facilitation support for conferences and/or workshops as directed by DOE.
- Coordinate communications and events with other SSABs, including bimonthly Chair's conference calls and semiannual Chair's meetings.
- Plan, administer, and report the financial resources required for the CAB program according to DOE guidance and Federal regulations.
- Provide stewardship of financial resources provided on behalf of the CAB.

### **3.5 Travel**

- Assist in CAB member travel requests and the necessary official travel reporting in accordance with Federal travel requirements and the SSAB's bylaws for the following events: annual board planning retreat, up to 3 board members to the semi-annual EM SSAB Chairs meeting, and up to 1 board member for the Waste Management Symposium.
- Develop, maintain, and distribute travel guidelines to keep members aware of rules and restrictions.
- Travel by the Contractor will be required. Contractor personnel will travel between sites to support full board and subcommittee meetings, SSAB national meetings, SSAB offsite meetings, and SSAB information gathering meetings. All travel shall be reimbursed in accordance with Federal travel regulations.
- In addition, travel for staff training and/or workshops shall be reimbursed in accordance with Federal travel regulations.

### **3.6 Facility Costs**

The Contractor shall be responsible for maintaining facilities in support of the SSAB which include rent, telephone, copier, supplies, and any other office related expenses.

## **4. Performance Requirements**

- 4.1 Draft CAB meeting agendas shall be generated and distributed by the contractor at least one week prior to the scheduled meeting.
- 4.2 Contractor staff shall manage all of the CAB's meeting logistical requirements (notices, site location, materials, sound/video, and facilitator) for each scheduled board (including at least one retreat), subcommittee and ad hoc meetings.
- 4.3 CAB member satisfaction of contractor staff support shall be measured through verbal and written feedback from the complaints and/or compliments reported

to DOE on a monthly basis. The contractor shall maintain a log of complaints and associated corrective actions. The contractor shall assure that all corrective actions are addressed and closed as soon as possible, but no later than 30 days from the date of complaint.

- 4.4 Correct, accurate information shall be provided by the contractor to DOE and CAB stakeholders on first request.
- 4.5 The contractor shall perform all activities necessary for the management of all membership records, application process, application evaluation/recommendation process, and development of appointment packages as required by FACA regulations. In addition to FACA the contractor will follow CAB By-Laws as well as PPPO DOE HQ EM guidelines.
- 4.6 The contractor shall keep the Paducah CAB websites updated by submitting updates a minimum of once per week. The contractor shall also have knowledge of other websites related to DOE environmental management activities.
- 4.7 The contractor shall assure that all CAB email and phone messages for information requests and comments are checked and responded to within 48 hours of receipt of the e-mail or phone message.
- 4.8 The contractor shall assure 100% completeness of address list, phone numbers, email addresses and other documents and information pertinent to the CAB, DOE SSAB complex, DOE HQ and PPPO contacts. The DOE SSAB Coordinator shall furnish the initial lists and information upon contract award. The contractor shall ensure the associated lists are updated semi-annually prior to the SSAB Chair's meeting.
- 4.9 The contractor will support the hosting of the national SSAB chairs at Paducah within a four year period. It is anticipated that Paducah will host one chairs meeting within a 5 year contract window.
- 4.10 The contractor shall assure the technical correctness of CAB deliverables as determined by the DOE SSAB Coordinator and the SSAB members. Re-writes of deliverables required by the CAB for approval shall not exceed three.
- 4.11 The contractor shall list, assign, and track all CAB action items. The contractor shall be proactive in tracking completion of action items. Zero action items shall be unaddressed for more than 60 days, unless DOE EM or the CAB has provided an interim response which details how and when the actual response shall be provided.
- 4.12 The contractor shall proactively plan presentations and seek information from appropriate DOE-PPPO and other DOE federal and contractor/subcontractor staff for EM activities. Proactive planning is defined as having the necessary technical information, subject matter experts, and/or materials coordinated prior to CAB meetings/activities that require the presentation or information. Electronic copy or hard copy material shall be available prior to the appropriate CAB meeting/activity.
- 4.13 The contractor shall provide Board Meeting packages (agenda, briefing sheets, presentations, etc.) to the DOE SSAB Coordinator at least one week in advance of the board meeting. Such material may be provided electronically and/or via iPad.

- 4.14 The contractor shall track and provide monthly financial expenditure reports to the DOE SSAB Coordinator, the COR, and the CAB Executive Committee (format to be defined by this committee). These reports will be due by the 15<sup>th</sup> of each month.
- 4.15 On an annual basis, DOE shall formally evaluate performance on such elements as quality, cost control, timeliness, business relations, customer satisfaction and/or compliance with safety and security standards. The contractor is expected to conduct all work in a manner that promotes and improves productivity, efficiency and minimizes waste of government resources. Exercising contract options to extend services are contingent on satisfactory performance.
- 4.16 The contractor will utilize technology to increase effectiveness and productivity of the boards.
- 4.17 Regulatory Compliance - The Contractor shall fully comply with all applicable laws, regulations, PPPO procedures and DOE directives relating to public involvement/public information which includes, but are not limited to: 1) Department Policy: DOE Public Participation Policy – P.1210.01; PGDP Community Relations Plan for the Environmental Management and Enrichment Facilities Program at PGDP, January 1998, DOE/OR/07-123&D3 2) Federal Law: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); National Environmental Policy Act (NEPA); Freedom of Information Act (FOIA) and Electronic Freedom of Information Act Amendments (EFOIA); Federal Advisory Committee Act (FACA); Resource Conservation and Recovery Act (RCRA).
- 4.18 Hours of Operation – The SSAB meetings shall occur both during normal business hours and evening hours. The contractor shall be expected to plan its weekly work hours in support of the needs and schedules of the SSAB and meeting requirements.

## **5. Deliverables**

- 5.1 Board meeting notebook (contents consistent with the currently developed notebook which includes at a minimum the following: meeting agenda, SSAB minutes, task force summaries and minutes, project presentations, next month's calendar, attendance matrix, budget report, work plan, next month's agenda, action items, and any recommendations up for vote).
- 5.2 Committee Work Plans (Annually).
- 5.3 Annual SSAB report of activities/accomplishments.
- 5.4 Four (4) Quarterly SSAB electronic Newsletter reports if specified by each Board.
- 5.5 Annual self-assessment and board assessment of performance from annual DOE/EM prime contractor/CAB/ due 30 days prior to Annual Planning Retreat.
- 5.6 Monthly cost report to the DOE Lexington Financial Service Center (LFSC) for each task performed by the 15<sup>th</sup> of each month.
- 5.7 Contractor shall continue to support the use of iPads for efficiency.

## **SECTION D:**

### **PACKAGING AND MARKING:**

#### **D.01 PACKAGING**

Preservation and packaging for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

#### **D.02 MARKING**

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

1. Identifies the Contract by number under which the item is being delivered.
2. Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
3. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

#### **D.03 SECURITY REQUIREMENTS**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U. S. Department of Energy (DOE) safeguards and security directives.



**SECTION E:**

**INSPECTION AND ACCEPTANCE**

**E.01 FAR 52.246-5 INSPECTION OF SERVICES – FIXED PRICE**

**E.02 INSPECTION**

Inspection of all work and effort under this Contract shall be accomplished by the Contracting Officer (CO) or his/her duly authorized government representative.

**E.03 ACCEPTANCE**

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the CO or his/her duly authorized representative.

## **SECTION F:**

### **DELIVERIES OR PERFORMANCE**

#### **F.01 FAR 52.242-15 STOP WORK ORDER**

Incorporated by reference.

#### **F.02 PERIOD OF PERFORMANCE**

The basic term of the contract is one year. However, at the Government's sole discretion, this contract may be extended for four option periods for a total of five years pursuant to the clause entitled "Option to Extend the Term of the Contract."

The basic period of performance for this Contract is one year, from October 01, 2012 through September 30, 2013.

The period of performance for Option Year One is from October 01, 2013 through September 30, 2014.

The period of performance for Option Year Two is from October 01, 2014 through September 30, 2015.

The period of performance for Option Three is from October 01, 2015 through September 30, 2016.

The period of performance for Option Four is from October 01, 2016 through September 30, 2017.

#### **F.03 PLACE OF PERFORMANCE**

The principle place of performance under this Contract will be Portsmouth, Ohio and Paducah, Kentucky.

**SECTION G:**

**CONTRACT ADMINISTRATION DATA**

**G.01 SUBMISSION OF VOUCHERS/INVOICES**

VIPERS. The Contractor is required to submit payment invoices and supporting documentation electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS), which is accessible at <http://finweb.oro.doe.gov/>. Detailed instructions on how to enroll and use the system are provided on the web page.

The website provides the Contractor with system capability, required Electronic Funds Transfer (EFT) banking form/information, and instructions:

1. Logon to VIPERS
  2. Request Access
  3. Vendor Banking Data Form
  4. Registration
  5. Invoice Status
  6. Electronic Invoicing
- (a) Invoices: For the Firm Fixed Price Billing Costs, the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B. The Government will make payments via EFT to the Contractor no later than thirty days after an acceptable invoice is received.
- (b) The Contractor is required to submit Program Performance Reports (PPR, TBD) on a monthly basis reconciled to the monthly invoice submitted for payment. The PPR period must match that of the invoice period and must be received by DOE at the same time as the submission of the monthly invoice.
- (c) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this Contract.
- (d) The Contractor shall submit one copy of the Invoice: Statement of Cost and all associated Supporting Documents, to the CO:

Daniel Burke, Contracting Officer  
United States Department of Energy  
Portsmouth/Paducah Project Office  
1017 Majestic Drive, Suite 200  
Lexington, KY 40513

- (e) The designated paying office for direct payment invoices under the contract is:

Direct Mail Address:

U. S. Department of Energy  
Oak Ridge Financial Services Center  
P. O. Box 4307  
Oak Ridge, TN 37831

Express Courier Address:

U. S. Department of Energy  
Oak Ridge Financial Services Center  
200 Administration Road  
Oak Ridge, TN 37831  
(865) 241-5073

## **G.02 CORRESPONDENCE PROCEDURES**

To provide timely and effective administration and correspondence (except for invoices) submitted under this Contract, the following procedures shall be observed:

- (a) Non-technical and administrative correspondence, including performance factors, waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract, shall be addressed to the Administrative Contracting Officer at the Portsmouth/Paducah Project Office as listed below:

Daniel Burke, Contracting Officer  
United States Department of Energy  
Portsmouth/Paducah Project Office  
1017 Majestic Drive, Suite 200  
Lexington, KY 40513

- (b) Technical Correspondence and related matters discussed in Section B concerning the performance of this Contract shall be addressed to the Contracting Officer Representative (COR) at the Portsmouth/Paducah Project Office). The COR, as identified in Section H.12 TECHNICAL DIRECTION, is the point of contact for any and all technical matters related to this Contract. The Contractor shall also provide a copy of all technical correspondence to the Contracting Officer as identified in Section G.02 (a). The COR contact information is listed below:

To be designated by separate letter.

- (c) The Subject Line(s) for all correspondences shall contain the Contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-0002158

### **G.03 CONTRACTOR'S POINT OF CONTACT**

The Contractor shall identify to the Contracting Officer the official who has the authority to sign this Contract and who is also responsible for managing, administering, and negotiating, and executing changes or modifications to the terms and conditions of this Contract.

### **G.04 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn, is responsible for Contract performance to the Government.

### **G.05 OBSERVANCE OF LEGAL HOLIDAYS**

(a) The on-site Government personnel observe the following holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the Contract.

### **G.06 DEFINITIONS**

The following special definitions are applicable to this Contract:

**Contracting Officer (CO)** - The person with the authority to enter into contracts as defined in FAR 2.101, who is responsible for this Contract as a whole. This is the official that will award and or administer the basic Contract.

**Contracting Officer's Representative (COR)** - The CO's designated representative whose responsibilities apply to the administration of the Contract and the redirection of any mobile loading unit services to various DOE waste generating sites. The extent of the COR's authority is defined in Section H, entitled TECHNICAL DIRECTION.

## **SECTION H:**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.01 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- (a) The performance of this Contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The Contract shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:

1. Is, or is suspected of being, a terrorist; is the subject of an outstanding warrant;
2. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
3. Has presented false or forged identity source documents;
4. Has been barred from Federal employment;
5. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
6. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

- (b) The Contractor shall be responsible for:

Initiating the process for gaining physical access, (i) complying with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) the employee properly completing any forms, and (iii) the employee(s) submitting the forms to the person designated by the Contracting Officer. The process of gaining physical access (i) cooperating with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) providing additional information, requested by those DOE officials.

- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

## **H.02 CONFIDENTIALITY OF INFORMATION**

- (a) To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
  - 1. Information which, at the time of receipt by the Contractor, is in the public domain;
  - 2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - 3. Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  - 4. Information which the Contractor can demonstrate was received by it from a



third party who did not require the Contractor to hold it in confidence.

- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

### **H.03 CONSERVATION OF UTILITIES**

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

### **H.07 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this solicitation, designated for the counties of McCracken KY and Piketon OH. In addition, the Contractor must fully comply with the regulations discussed in FAR 52.222-42 "Statement of Equivalent Rates for Federal Hires."

#### **H.05 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2011)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulations.

#### **H. 06 INSURANCE – WORK ON A GOVERNMENT INSTALLATION**

The following kinds and minimum amounts of insurance are required during the performance of this Contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - 1. The amount required by the State of Kentucky under applicable Worker's Compensation and occupational disease statutes
  - 2. Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be listed on the comprehensive form of the policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **H.7 MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this Contract, the CO shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this Contract, or
- (c) Modify any term or condition of this Contract.

## **H.8 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

The representations, certifications, and other statements of Offeror, completed by the Contractor, are hereby incorporated by reference and made a part of this contract.

## **H.9 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and material purchased with funds made available under this award should be American-made.

## **H.10 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS**

In performing or by performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful Offeror, its employees and subcontractor Contractor's. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) apply to this Contract.

## **H.11 SECTION 8(A) DIRECT AWARDS**

- (a) This Contract is issued as a direct award between the DOE and the 8(a) Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). The SBA retains the responsibility for 8(a) certification, 8(a) eligibility determinations, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program.

The cognizant SBA district office for the 8(a) Contractor is:

U.S. Small Business Administration  
Kentucky District Office  
600 Dr. Martin Luther King Jr. PL  
Louisville, KY 40202

- (b) DOE is responsible for administering the Contract and taking any action on behalf of the Government under the terms and conditions of the Contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the Contract. DOE shall also obtain approval from the SBA prior to processing any novation agreement.

DOE may assign Contract administration functions to a Contract administration office.

The Contractor agrees:

1. To notify the Contracting Officer, simultaneously with its notification to the SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the Contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
2. To comply with FAR 52.219-14, "Limitations on Subcontracting."

#### **H.12 TECHNICAL DIRECTION - DEAR 952.242-70 (DEC 2000)**

- (a) Performance of the work under this Contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  1. Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Contractual Statement of Work.
  2. Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  3. Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that:
  1. Constitutes an assignment of additional work outside the Performance Work Statement;

2. Constitutes a change as defined in FAR 52.243-1 Changes - Fixed Price.
  3. In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
  4. Changes any of the expressed terms, conditions or specifications of the Contract; or
  5. Interferes with the Contractor 's right to perform the terms and conditions of the Contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:
1. Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
  2. Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  3. Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

#### **H.13 MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011)**

In implementation of the clause in Section I entitled, "FAR 52.223-3 Hazardous Material Identification and Material Safety Data," the Contractor shall obtain, review and maintain a material safety data sheet (MSDS) in a readily accessible manner for each hazardous

material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.14 PERSONNEL SECURITY CLEARANCES**

- (a) The contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) Personnel assigned by the contractor to work at the DOE complexes may be required to obtain a security clearance. The levels of clearance are as follows:  
CLEARANCE LEVEL  
Q – Sensitive  
Q – Nonsensitive  
L – Confidential/Secret
- (c) Under this contract, contractor personnel shall not be required to have clearances. This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; 4) when the contract expires or is terminated. Badges shall be returned to the CO.

#### **H.15 CONTRACTOR'S PROGRAM MANAGER**

The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the contractor and the Contracting Officer's Representative(s) (COR) under this contract. All administrative support for technical personnel required to fulfil the work stated in the contract shall be the responsibility of the contractor.

The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DOE CORs may issue within the terms and conditions of this contract.

## **H.16 SAFETY IN THE WORK AREA**

The Contractor shall take all reasonable safety precautions in the performance of the work under this Contract.

## **H.17 RELEASE OF INFORMATION**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the efforts under this contract shall be submitted for approval prior to release. Proposed releases are to be submitted to the DOE Portsmouth/Paducah Project Office, Public Affairs, Lexington, KY. All proposed releases should conform to the requirements of the DOE directive pertaining to the public release of information. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

## **H.18 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION OR MISMANAGEMENT**

The contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE program, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate; report directly to the OIG any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.
- (d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE OIG hotline telephone number is 1-800-451-1625 or 202-586-4073.

## **H. 19 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT**

On October 1, 2012, the Contractor shall accept the transfer of and accountability for Government owned property and equipment from Contract No. DE-AC05-04OR23078.

### **H.20 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives.

### **H.21 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA**

Pursuant to FAR 9.405(b), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. Any possible violation of the prohibition against falsely labelling products as made in America, and the entity is not on the List of parties Excluded from Federal Procurement and Nonprocurement Programs, the matter should be promptly reported through the Contracting Officer. The DOE Contracting Officer is responsible for reporting of an entity in violation of the prohibition against falsely labelling products as American-Made to the Office of Management Systems, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).



## PART II –CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

<b>I.01</b>	<b>52.202-1</b>	<b>DEFINITIONS (JULY 2004)</b>
<b>I.02</b>	<b>52.203-3</b>	<b>GRATUITIES (APR 1984)</b>
<b>I.03</b>	<b>52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>
<b>I.04</b>	<b>52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR CONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)</b>
<b>I.05</b>	<b>52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES (OCT 2010)</b>
<b>I.06</b>	<b>52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>I.07</b>	<b>52.203-10</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>I.08</b>	<b>52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)</b>
<b>I.09</b>	<b>52.203-13</b>	<b>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b>
<b>I.10</b>	<b>Reserved</b>	
<b>I.11</b>	<b>52.204-2</b>	<b>SECURITY REQUIREMENTS (AUG 1996)</b>
<b>I.12</b>	<b>52.204-4</b>	<b>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>I.13</b>	<b>52.204-7</b>	<b>CENTRAL CONTRACTOR REGISTRATION (APR 2008)</b>
<b>I.14</b>	<b>52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</b>
<b>I.15</b>	<b>52.204-10</b>	<b>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2010)</b>
<b>I.16</b>	<b>52.209-6</b>	<b>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)</b>
<b>I.17</b>	<b>52.209-9</b>	<b>UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)</b> (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the Contract, by posting the required information in the Central Contractor Registration database at <a href="http://www.ccr.gov">http://www.ccr.gov</a> . (b)(1) The Contractor will receive notification when the Government posts new information to the Contractor’s record. (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, <i>i.e.</i> , for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them. (3)(i) Public requests for system information posted prior to April 15, 2011, will be

		handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600. As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
<b>I.18</b>	<b>52.215-2</b>	<b>AUDIT AND RECORDS—NEGOTIATION (OCT 2010)</b>
<b>I.19</b>	<b>52.215-8</b>	<b>ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997)</b>
<b>I.20</b>	<b>52.215-11</b>	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)</b>
<b>I.21</b>	<b>52.215-13</b>	<b>SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)</b>
<b>I.22</b>	<b>52.215-15</b>	<b>PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)</b>
<b>I.23</b>	<b>52.215-17</b>	<b>WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</b>
<b>I.24</b>	<b>52.215-18</b>	<b>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)</b>
<b>I.25</b>	<b>52.215-19</b>	<b>NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)</b>
<b>I.26</b>	<b>52.215-21</b>	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS – ALTERNATE IV (OCT 2010)</b>
<b>I.27</b>	<b>52.217-8</b>	<b>OPTION TO EXTEND SERVICES (NOV 1999)</b>  The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of the contract period.
<b>I.28</b>	<b>52.217-9</b>	<b>OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</b> (a) The Government may extend the term of this Contract by written notice to the Contractor, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the Contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended Contract shall be considered to include this option clause. (c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.
<b>I.29</b>	<b>52.219-8</b>	<b>UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)</b>
<b>I.30</b>	<b>52.219-11</b>	<b>SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)</b>
<b>I.31</b>	<b>52.219-12</b>	<b>SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)</b>

		<p>(a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0002158 with the Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.</p> <p>(b) EHI Consultants., hereafter referred to as the subcontractor, agrees and acknowledges as follows:</p> <p>(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0002158 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.</p> <p>(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.</p> <p>(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Energy.</p> <p>(4) That it will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.</p> <p>(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.</p>
<b>I.32</b>	<b>52.219-28</b>	<b>POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)</b>
<b>I.33</b>	<b>52.222-3</b>	<b>CONVICT LABOR (JUNE 2003)</b>
<b>I.34</b>	<b>52.222-22</b>	<b>PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)</b>
<b>I.35</b>	<b>52.222-21</b>	<b>PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</b>
<b>I.36</b>	<b>52.222-26</b>	<b>EQUAL OPPORTUNITY (MAR 2007)</b>
<b>I.37</b>	<b>52.222-35</b>	<b>EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)</b>
<b>I.38</b>	<b>52.222-36</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)</b>
<b>I.39</b>	<b>52.222-37</b>	<b>EMPLOYMENT REPORTS VETERANS (SEP 2010)</b>
<b>I.40</b>	<b>52.222-40</b>	<b>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</b>
<b>I.41</b>	<b>52.222-41</b>	<b>SERVICE CONTRACT ACT OF 1965 (NOV 2007)</b>

I.42	52.222-42	<p><b>STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)</b></p> <p>In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the Contract and states the wages and fringe benefits payable to each if they were employed by the Contracting agency subject to the provisions of <a href="#">5 U.S.C. 5341</a> or <a href="#">5332</a>.</p> <p><i>This Statement is for Information Only: It is not a Wage Determination</i></p> <table><tr><th colspan="2"><b>Employee Class Monetary Wage—Fringe Benefits</b></th></tr><tr><td>Project Director</td><td>GS-12 \$37.37</td></tr><tr><td>Secretary II</td><td>GS-5 \$17.00</td></tr><tr><td>Secretary IV</td><td>GS-7 \$21.07</td></tr></table>	<b>Employee Class Monetary Wage—Fringe Benefits</b>		Project Director	GS-12 \$37.37	Secretary II	GS-5 \$17.00	Secretary IV	GS-7 \$21.07
<b>Employee Class Monetary Wage—Fringe Benefits</b>										
Project Director	GS-12 \$37.37									
Secretary II	GS-5 \$17.00									
Secretary IV	GS-7 \$21.07									
I.43	52.222-50	<b>COMBATING TRAFFICKING IN PERSONS (FEB 2009)</b>								
I.44	52.222-54	<b>EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)</b>								
I.45	52.223-2	<b>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)</b>								
I.46	52.223-3	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)</b>								
I.47	52.223-5	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)</b>								
I.48	52.223-6	<b>DRUG-FREE WORKPLACE (MAY 2011)</b>								
I.49	52.223-10	<b>WASTE REDUCTION PROGRAM (MAY 2011)</b>								
I.50	52.223-15	<b>ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 1997)</b>								
I.51	52.223-16	<b>IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)</b>								
I.52	52.223-18	<b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</b>								
I.53	52.224-1	<b>PRIVACY ACT NOTIFICATION (APR 1984)</b>								
I.54	52.224-2	<b>PRIVACY ACT (APR 1984)</b>								
I.55	52.225-1	<b>BUY AMERICAN ACT – SUPPLIES (FEB 2009)</b>								
I.56	52.225-13	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)</b>								
I.57	52.227-14	<b>RIGHTS IN DATA—GENERAL (DEC 2007)</b>								
I.58	52.227-23	<b>RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)</b>								
I.59	52.232-17	<b>INTEREST (OCT 2010)</b>								

<b>I.60</b>	<b>52.232-25</b>	<b>PROMPT PAYMENT (OCT 2008)</b>
<b>I.61</b>	<b>52.232-33</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)</b>
<b>I.62</b>	<b>52.233-1</b>	<b>DISPUTES (JULY 2002)</b>
<b>I.63</b>	<b>52.233-3</b>	<b>PROTEST AFTER AWARD (AUG 1996)</b>
<b>I.64</b>	<b>52.233-4</b>	<b>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)</b>
<b>I.65</b>	<b>52.237-2</b>	<b>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)</b>
<b>I.66</b>	<b>52.237-3</b>	<b>CONTINUITY OF SERVICES (JAN 1991)</b>
<b>I.67</b>	<b>52.242-13</b>	<b>BANKRUPTCY (JULY 1995)</b>
<b>I.68</b>	<b>52.243-1</b>	<b>CHANGES – FIXED PRICE (AUG 1987)</b>
<b>I.69</b>	<b>52.244-5</b>	<b>COMPETITION IN SUBCONTRACTING (DEC 1996)</b>
<b>I.70</b>	<b>52.244-6</b>	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)</b>
<b>I.71</b>	<b>52.245-1</b>	<b>GOVERNMENT PROPERTY (AUG 2010)</b>
<b>I.72</b>	<b>52.245-9</b>	<b>USE AND CHARGES (AUG 2010)</b>
<b>I.73</b>	<b>52.246-25</b>	<b>LIMITATION OF LIABILITY—SERVICES (FEB 1997)</b>
<b>I.74</b>	<b>52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)</b>
<b>I.75</b>	<b>52.251-1</b>	<b>GOVERNMENT SUPPLY SOURCES (AUG 2010)</b>
<b>I.76</b>	<b>52.252-2</b>	<b>CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>  This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <a href="https://www.acquisition.gov/far/">https://www.acquisition.gov/far/</a>
<b>I.77</b>	<b>52.252-4</b>	<b>ALTERATIONS IN CONTRACT (APR 1984)</b>
<b>I.78</b>	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>
<b>I.79</b>	<b>DEAR 952.202-1 DEFINITIONS</b>	
<b>I.80</b>	<b>DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</b> (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites. (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.	
<b>I.81</b>	<b>DEAR 952.204-77 COMPUTER SECURITY (AUG 1996)</b> (a) Definitions. (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.	

	<p>(2) Individual means a DOE Contractor or subcontractor Contractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.</p> <p>(b) Access to DOE computers. A Contractor shall not allow an individual to have access to Information on a DOE computer unless—</p> <p>(1) The individual has acknowledged in writing that the individual has no expectation of privacy In the use of a DOE computer; and</p> <p>(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.</p> <p>(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.</p> <p>(d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractor Contractor's demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.</p> <p>(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this Contract that may provide access to computers owned, leased or operated on behalf of the DOE.</p>
<b>I.82</b>	<p><b>DEAR 952.208-70 PRINTING (APR 1984)</b></p> <p>The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this Contract) in connection with the performance of work under this Contract. Provided, however, that performance of a requirement under this Contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.</p> <p>(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.</p> <p>(2) If fulfillment of the Contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a Contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.</p> <p>(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.</p> <p>(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).</p>
<b>I.83</b>	<p><b>DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)</b></p>

	<p>(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.</p> <p>(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.</p> <p>(1) Use of Contractor's Work Product.</p> <p>(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.</p> <p>(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.</p> <p>(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.</p> <p>(2) Access to and use of information.</p> <p>(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—</p> <p>(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;</p> <p>(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;</p> <p>(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and</p>
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	<p>(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.</p> <p>(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.</p> <p>(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.</p> <p>(c) Disclosure after award.</p> <p>(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.</p> <p>(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.</p> <p>(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.</p> <p>(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.</p>
<b>I.84</b>	<p><b>DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)</b></p> <p>(a) Definition. Eligible employee means a current or former employee of a Contractor or subcontractor Contractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its Contractors with respect to work under its Contract with the Department at the time the particular position is available.</p> <p>(b) Consistent with Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in hiring to an eligible employee to the extent</p>



	<p>practicable for work performed under this Contract.</p> <p>(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.</p>
<b>I.85</b>	<p><b>DEAR 952.227-14 RIGHTS IN DATA – GENERAL</b></p> <p>As prescribed at 48 CFR 927.404(l) insert Alternate VI to require the Contractor to license data regarded as limited rights data or restricted computer software to the Government and third parties at reasonable royalties upon request by the Department of Energy. (k) Contractor Licensing. Except as may be otherwise specified in this Contract as data not subject to this paragraph, the Contractor agrees that upon written application by DOE, it will grant to the Government and responsible third parties, for purposes of practicing a subject of this Contract, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the Contractor shall not be obliged to license any such data if the Contractor demonstrates to the satisfaction of the Secretary of Energy or designee that: (1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed, under this Contract; (2) Such data, in the form of results obtained by their use, have a commercially competitive alternate available or readily introducible from one or more other sources; (3) Such data, in the form of results obtained by their use, are being supplied by the Contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the Contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by their use; or (4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the Contract results.</p>
<b>I.86</b>	<p><b>DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)</b></p> <p>(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.</p> <p>(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.</p> <p>(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.</p> <p>(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.</p>

(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA Contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

**OFFICIAL AGENCY LETTERHEAD**

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J**

**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>	<b>Pages</b>
<b>J-1</b>	<b>SERVICE CONTRACT ACT WAGE DETERMINATIONS – PORTSMOUTH</b>	<b>45 - 57</b>
<b>J-2</b>	<b>SERVICE CONTRACT ACT WAGE DETERMINATIONS – PADUCAH</b>	<b>58 - 70</b>
<b>J-3</b>	<b>GOVERNMENT FURNISHED PROPERTY – PORTSMOUTH</b>	<b>71 - 72</b>
<b>J-4</b>	<b>GOVERNMENT FURNISHED PROPERTY - PADUCAH</b>	<b>73 - 77</b>

J-1 SERVICE CONTRACT ACT WAGE DETERMINATIONS - PORTSMOUTH

WD 05-2423 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
 ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2423  
 Diane C. Koplewski Division of | Revision No.: 13  
 Director Wage Determinations | Date Of Revision: 06/13/2012

State: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson,  
 Lawrence, Meigs, Pike, Ross, Scioto, Vinton

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.91
01012 - Accounting Clerk II		12.56
01013 - Accounting Clerk III		14.03
01020 - Administrative Assistant		17.70
01040 - Court Reporter		18.49
01051 - Data Entry Operator I		11.47
01052 - Data Entry Operator II		12.52
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		12.16
01090 - Duplicating Machine Operator		12.16
01111 - General Clerk I		10.42
01112 - General Clerk II		11.37
01113 - General Clerk III		12.76
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		11.26
01191 - Order Clerk I		10.45
01192 - Order Clerk II		11.80
01261 - Personnel Assistant (Employment) I		12.96

01262 - Personnel Assistant (Employment) II	14.51
01263 - Personnel Assistant (Employment) III	16.17
01270 - Production Control Clerk	18.77
01280 - Receptionist	10.27
01290 - Rental Clerk	9.84
01300 - Scheduler, Maintenance	12.66
01311 - Secretary I	12.66
01312 - Secretary II	14.16
01313 - Secretary III	15.79
01320 - Service Order Dispatcher	15.16
01410 - Supply Technician	17.70
01420 - Survey Worker	11.21
01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	11.21
01612 - Word Processor II	12.58
01613 - Word Processor III	14.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.26
05010 - Automotive Electrician	16.60
05040 - Automotive Glass Installer	15.87
05070 - Automotive Worker	15.87
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	17.26
05160 - Motor Equipment Metal Worker	15.87
05190 - Motor Vehicle Mechanic	16.77
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	15.87
05310 - Painter, Automotive	16.60
05340 - Radiator Repair Specialist	15.87
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06
07041 - Cook I	14.66
07042 - Cook II	16.06
07070 - Dishwasher	11.31
07130 - Food Service Worker	11.31
07210 - Meat Cutter	16.06
07260 - Waiter/Waitress	12.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.18
09040 - Furniture Handler	12.00

09080 - Furniture Refinisher	18.18
09090 - Furniture Refinisher Helper	14.06
09110 - Furniture Repairer, Minor	16.30
09130 - Upholsterer	18.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.17
11060 - Elevator Operator	11.17
11090 - Gardener	14.66
11122 - Housekeeping Aide	11.22
11150 - Janitor	11.22
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	10.04
11260 - Pruner	11.22
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.40
12000 - Health Occupations	
12010 - Ambulance Driver	13.53
12011 - Breath Alcohol Technician	15.71
12012 - Certified Occupational Therapist Assistant	21.21
12015 - Certified Physical Therapist Assistant	20.47
12020 - Dental Assistant	13.21
12025 - Dental Hygienist	27.52
12030 - EKG Technician	21.54
12035 - Electroneurodiagnostic Technologist	21.54
12040 - Emergency Medical Technician	13.53
12071 - Licensed Practical Nurse I	14.04
12072 - Licensed Practical Nurse II	15.71
12073 - Licensed Practical Nurse III	17.52
12100 - Medical Assistant	11.71
12130 - Medical Laboratory Technician	16.13
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.19
12195 - Medical Transcriptionist	12.82
12210 - Nuclear Medicine Technologist	28.77
12221 - Nursing Assistant I	9.38
12222 - Nursing Assistant II	10.55
12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	15.47
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	13.63
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	22.87
12311 - Registered Nurse I	21.89

12312 - Registered Nurse II	26.78
12313 - Registered Nurse II, Specialist	26.78
12314 - Registered Nurse III	32.40
12315 - Registered Nurse III, Anesthetist	32.40
12316 - Registered Nurse IV	38.83
12317 - Scheduler (Drug and Alcohol Testing)	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.25
13013 - Exhibits Specialist III	26.00
13041 - Illustrator I	17.15
13042 - Illustrator II	21.25
13043 - Illustrator III	26.00
13047 - Librarian	23.53
13050 - Library Aide/Clerk	11.37
13054 - Library Information Technology Systems Administrator	21.25
13058 - Library Technician	14.80
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.13
13071 - Photographer I	13.81
13072 - Photographer II	15.45
13073 - Photographer III	19.14
13074 - Photographer IV	22.69
13075 - Photographer V	26.46
13110 - Video Teleconference Technician	16.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.61
14042 - Computer Operator II	18.72
14043 - Computer Operator III	21.15
14044 - Computer Operator IV	22.66
14045 - Computer Operator V	25.09
14071 - Computer Programmer I	21.74
14072 - Computer Programmer II	24.22
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.57
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.61
14160 - Personal Computer Support Technician	22.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.57
15020 - Aircrew Training Devices Instructor (Rated)	30.94

15030 - Air Crew Training Devices Instructor (Pilot)	36.53
15050 - Computer Based Training Specialist / Instructor	25.57
15060 - Educational Technologist	27.48
15070 - Flight Instructor (Pilot)	36.53
15080 - Graphic Artist	19.34
15090 - Technical Instructor	19.32
15095 - Technical Instructor/Course Developer	23.64
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.13
16030 - Counter Attendant	9.13
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.13
16090 - Presser, Hand	9.13
16110 - Presser, Machine, Drycleaning	9.13
16130 - Presser, Machine, Shirts	9.13
16160 - Presser, Machine, Wearing Apparel, Laundry	9.13
16190 - Sewing Machine Operator	12.37
16220 - Tailor	13.18
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.98
19040 - Tool And Die Maker	21.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.69
21030 - Material Coordinator	18.77
21040 - Material Expediter	18.77
21050 - Material Handling Laborer	12.13
21071 - Order Filler	12.45
21080 - Production Line Worker (Food Processing)	13.69
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	13.86
21140 - Store Worker I	12.08
21150 - Stock Clerk	16.41
21210 - Tools And Parts Attendant	13.69
21410 - Warehouse Specialist	13.69
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.63
23021 - Aircraft Mechanic I	19.80
23022 - Aircraft Mechanic II	20.63
23023 - Aircraft Mechanic III	21.49
23040 - Aircraft Mechanic Helper	15.72
23050 - Aircraft, Painter	18.91
23060 - Aircraft Servicer	17.36



23080 - Aircraft Worker	18.20
23110 - Appliance Mechanic	18.69
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	26.73
23130 - Carpenter, Maintenance	19.58
23140 - Carpet Layer	18.58
23160 - Electrician, Maintenance	23.78
23181 - Electronics Technician Maintenance I	21.12
23182 - Electronics Technician Maintenance II	23.33
23183 - Electronics Technician Maintenance III	24.78
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.64
23312 - Fuel Distribution System Operator	15.77
23370 - General Maintenance Worker	14.33
23380 - Ground Support Equipment Mechanic	19.80
23381 - Ground Support Equipment Servicer	17.36
23382 - Ground Support Equipment Worker	18.20
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.78
23393 - Gunsmith III	19.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.45
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.18
23430 - Heavy Equipment Mechanic	17.77
23440 - Heavy Equipment Operator	21.57
23460 - Instrument Mechanic	22.10
23465 - Laboratory/Shelter Mechanic	18.92
23470 - Laborer	12.23
23510 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	20.36
23550 - Machinist, Maintenance	19.47
23580 - Maintenance Trades Helper	14.77
23591 - Metrology Technician I	22.10
23592 - Metrology Technician II	22.94
23593 - Metrology Technician III	23.78
23640 - Millwright	22.14
23710 - Office Appliance Repairer	18.54
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	21.00
23810 - Plumber, Maintenance	20.25
23820 - Pneudraulic Systems Mechanic	19.80
23850 - Rigger	19.80

23870 - Scale Mechanic	17.78
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	17.38
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.36
23950 - Telephone Lineman	23.30
23960 - Welder, Combination, Maintenance	17.64
23965 - Well Driller	19.58
23970 - Woodcraft Worker	19.80
23980 - Woodworker	15.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.32
24580 - Child Care Center Clerk	11.66
24610 - Chore Aide	10.29
24620 - Family Readiness And Support Services Coordinator	11.03
24630 - Homemaker	12.96
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.95
25040 - Sewage Plant Operator	18.18
25070 - Stationary Engineer	24.95
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	18.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.22
27007 - Baggage Inspector	10.64
27008 - Corrections Officer	18.93
27010 - Court Security Officer	18.63
27030 - Detection Dog Handler	11.92
27040 - Detention Officer	18.93
27070 - Firefighter	17.41
27101 - Guard I	10.64
27102 - Guard II	11.92
27131 - Police Officer I	18.22
27132 - Police Officer II	20.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75
28042 - Carnival Equipment Repairer	15.58
28043 - Carnival Equipment Worker	12.01
28210 - Gate Attendant/Gate Tender	13.36
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.91
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.91

28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.11
29020 - Hatch Tender	17.11
29030 - Line Handler	17.11
29041 - Stevedore I	16.36
29042 - Stevedore II	18.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.51
30022 - Archeological Technician II	18.47
30023 - Archeological Technician III	22.89
30030 - Cartographic Technician	22.89
30040 - Civil Engineering Technician	20.48
30061 - Drafter/CAD Operator I	16.51
30062 - Drafter/CAD Operator II	18.47
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.23
30084 - Engineering Technician IV	25.29
30085 - Engineering Technician V	30.93
30086 - Engineering Technician VI	37.42
30090 - Environmental Technician	19.29
30210 - Laboratory Technician	19.26
30240 - Mathematical Technician	22.71
30361 - Paralegal/Legal Assistant I	17.74
30362 - Paralegal/Legal Assistant II	21.96
30363 - Paralegal/Legal Assistant III	26.89
30364 - Paralegal/Legal Assistant IV	32.54
30390 - Photo-Optics Technician	22.89
30461 - Technical Writer I	22.89
30462 - Technical Writer II	28.00
30463 - Technical Writer III	33.03
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.89

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.50
31030 - Bus Driver	13.37
31043 - Driver Courier	11.80
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	12.76
31310 - Taxi Driver	9.17
31361 - Truckdriver, Light	12.76
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99030 - Cashier	7.99
99050 - Desk Clerk	10.14
99095 - Embalmer	22.41
99251 - Laboratory Animal Caretaker I	13.20
99252 - Laboratory Animal Caretaker II	13.86
99310 - Mortician	27.93
99410 - Pest Controller	15.46
99510 - Photofinishing Worker	10.96
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	16.92
99730 - Refuse Collector	12.73
99810 - Sales Clerk	10.31
99820 - School Crossing Guard	11.31
99830 - Survey Party Chief	17.79
99831 - Surveying Aide	11.78
99832 - Surveying Technician	16.17
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.06
99842 - Vending Machine Repairer Helper	13.88

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor

or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE  
RATE {Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## J-2 SERVICE CONTRACT ACT WAGE DETERMINATIONS - PADUCAH

WD 05-2495 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

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### REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2495  
 Diane C. Koplewski Division of | Revision No.: 15  
 Director Wage Determinations | Date Of Revision: 06/13/2012

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi,  
 Poinsett, St Francis  
 Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman,  
 Marshall, McCracken  
 Mississippi Counties of Benton, De Soto, Marshall, Tippah  
 Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer,  
 Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale,  
 Madison, McNairy, Obion, Shelby, Tipton, Weakley

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.47
01013 - Accounting Clerk III		17.30
01020 - Administrative Assistant		21.69
01040 - Court Reporter		17.00
01051 - Data Entry Operator I		11.67
01052 - Data Entry Operator II		12.72
01060 - Dispatcher, Motor Vehicle		17.47
01070 - Document Preparation Clerk		12.64
01090 - Duplicating Machine Operator		12.64
01111 - General Clerk I		12.56
01112 - General Clerk II		13.71

01113 - General Clerk III	15.47
01120 - Housing Referral Assistant	20.25
01141 - Messenger Courier	11.61
01191 - Order Clerk I	12.37
01192 - Order Clerk II	13.50
01261 - Personnel Assistant (Employment) I	15.20
01262 - Personnel Assistant (Employment) II	17.00
01263 - Personnel Assistant (Employment) III	19.71
01270 - Production Control Clerk	20.56
01280 - Receptionist	13.23
01290 - Rental Clerk	15.13
01300 - Scheduler, Maintenance	15.74
01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	15.81
01410 - Supply Technician	20.59
01420 - Survey Worker	17.19
01531 - Travel Clerk I	12.72
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.58
01611 - Word Processor I	12.06
01612 - Word Processor II	15.20
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.85
05010 - Automotive Electrician	19.23
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.21
05110 - Mobile Equipment Servicer	15.07
05130 - Motor Equipment Metal Mechanic	19.23
05160 - Motor Equipment Metal Worker	17.21
05190 - Motor Vehicle Mechanic	19.23
05220 - Motor Vehicle Mechanic Helper	13.97
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	17.21
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.21
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	18.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.90
07041 - Cook I	9.36
07042 - Cook II	10.99
07070 - Dishwasher	8.88

07130 - Food Service Worker	8.88
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	8.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	10.74
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	12.97
09110 - Furniture Repairer, Minor	15.27
09130 - Upholsterer	17.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	10.58
11090 - Gardener	14.17
11122 - Housekeeping Aide	10.25
11150 - Janitor	11.16
11210 - Laborer, Grounds Maintenance	11.36
11240 - Maid or Houseman	9.21
11260 - Pruner	10.11
11270 - Tractor Operator	14.85
11330 - Trail Maintenance Worker	11.36
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	17.06
12011 - Breath Alcohol Technician	16.61
12012 - Certified Occupational Therapist Assistant	19.86
12015 - Certified Physical Therapist Assistant	19.86
12020 - Dental Assistant	14.62
12025 - Dental Hygienist	28.57
12030 - EKG Technician	19.34
12035 - Electroneurodiagnostic Technologist	19.34
12040 - Emergency Medical Technician	17.06
12071 - Licensed Practical Nurse I	14.84
12072 - Licensed Practical Nurse II	16.61
12073 - Licensed Practical Nurse III	18.52
12100 - Medical Assistant	12.88
12130 - Medical Laboratory Technician	16.05
12160 - Medical Record Clerk	13.06
12190 - Medical Record Technician	14.61
12195 - Medical Transcriptionist	16.52
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	9.64
12222 - Nursing Assistant II	10.84
12223 - Nursing Assistant III	11.83
12224 - Nursing Assistant IV	13.75

12235 - Optical Dispenser	15.66
12236 - Optical Technician	13.51
12250 - Pharmacy Technician	13.61
12280 - Phlebotomist	13.75
12305 - Radiologic Technologist	24.12
12311 - Registered Nurse I	25.41
12312 - Registered Nurse II	30.43
12313 - Registered Nurse II, Specialist	30.43
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.11
12317 - Scheduler (Drug and Alcohol Testing)	20.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.21
13041 - Illustrator I	16.96
13042 - Illustrator II	19.79
13043 - Illustrator III	24.21
13047 - Librarian	21.91
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	19.79
13058 - Library Technician	13.07
13061 - Media Specialist I	14.28
13062 - Media Specialist II	15.97
13063 - Media Specialist III	17.81
13071 - Photographer I	14.68
13072 - Photographer II	17.85
13073 - Photographer III	20.68
13074 - Photographer IV	23.22
13075 - Photographer V	28.10
13110 - Video Teleconference Technician	18.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.64
14042 - Computer Operator II	18.67
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	23.14
14045 - Computer Operator V	25.61
14071 - Computer Programmer I	21.66
14072 - Computer Programmer II	26.85
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.64
14160 - Personal Computer Support Technician	21.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.88
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	27.88
15060 - Educational Technologist	24.67
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	23.07
15090 - Technical Instructor	21.83
15095 - Technical Instructor/Course Developer	26.71
15110 - Test Proctor	17.62
15120 - Tutor	17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.31
16250 - Washer, Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.24
19040 - Tool And Die Maker	19.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.10
21030 - Material Coordinator	20.56
21040 - Material Expediter	20.56
21050 - Material Handling Laborer	13.47
21071 - Order Filler	11.07
21080 - Production Line Worker (Food Processing)	13.10
21110 - Shipping Packer	14.59
21130 - Shipping/Receiving Clerk	14.59
21140 - Store Worker I	10.43
21150 - Stock Clerk	14.76
21210 - Tools And Parts Attendant	13.35
21410 - Warehouse Specialist	13.35
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.88

23021 - Aircraft Mechanic I	21.79
23022 - Aircraft Mechanic II	22.88
23023 - Aircraft Mechanic III	24.02
23040 - Aircraft Mechanic Helper	14.19
23050 - Aircraft, Painter	20.60
23060 - Aircraft Servicer	16.34
23080 - Aircraft Worker	17.40
23110 - Appliance Mechanic	17.27
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	23.89
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	16.87
23160 - Electrician, Maintenance	20.81
23181 - Electronics Technician Maintenance I	21.17
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	24.13
23260 - Fabric Worker	15.27
23290 - Fire Alarm System Mechanic	18.55
23310 - Fire Extinguisher Repairer	14.10
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	19.81
23381 - Ground Support Equipment Servicer	14.85
23382 - Ground Support Equipment Worker	15.82
23391 - Gunsmith I	14.10
23392 - Gunsmith II	16.42
23393 - Gunsmith III	18.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.55
23430 - Heavy Equipment Mechanic	19.09
23440 - Heavy Equipment Operator	17.47
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	12.46
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	20.73
23550 - Machinist, Maintenance	18.60
23580 - Maintenance Trades Helper	13.65
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.10
23593 - Metrology Technician III	21.32
23640 - Millwright	19.53

23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	17.49
23790 - Pipefitter, Maintenance	19.62
23810 - Plumber, Maintenance	18.80
23820 - Pneudraulic Systems Mechanic	18.72
23850 - Rigger	18.35
23870 - Scale Mechanic	16.42
23890 - Sheet-Metal Worker, Maintenance	18.72
23910 - Small Engine Mechanic	17.13
23931 - Telecommunications Mechanic I	21.79
23932 - Telecommunications Mechanic II	23.09
23950 - Telephone Lineman	20.01
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.79
23970 - Woodcraft Worker	18.72
23980 - Woodworker	14.10
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	8.83
24620 - Family Readiness And Support Services Coordinator	12.32
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.36
25040 - Sewage Plant Operator	19.58
25070 - Stationary Engineer	23.36
25190 - Ventilation Equipment Tender	15.83
25210 - Water Treatment Plant Operator	19.58
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.59
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	19.23
27010 - Court Security Officer	18.53
27030 - Detection Dog Handler	12.35
27040 - Detention Officer	19.23
27070 - Firefighter	16.97
27101 - Guard I	9.93
27102 - Guard II	12.35
27131 - Police Officer I	21.51
27132 - Police Officer II	22.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.40
28042 - Carnival Equipment Repairer	11.21
28043 - Carnival Equipment Worker	7.99

28210 - Gate Attendant/Gate Tender	13.81
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.45
28510 - Recreation Aide/Health Facility Attendant	11.28
28515 - Recreation Specialist	12.69
28630 - Sports Official	12.31
28690 - Swimming Pool Operator	12.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.29
29020 - Hatch Tender	16.29
29030 - Line Handler	16.29
29041 - Stevedore I	15.93
29042 - Stevedore II	17.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.54
30022 - Archeological Technician II	18.50
30023 - Archeological Technician III	22.93
30030 - Cartographic Technician	22.93
30040 - Civil Engineering Technician	20.36
30061 - Drafter/CAD Operator I	16.54
30062 - Drafter/CAD Operator II	18.50
30063 - Drafter/CAD Operator III	20.64
30064 - Drafter/CAD Operator IV	25.39
30081 - Engineering Technician I	17.14
30082 - Engineering Technician II	18.54
30083 - Engineering Technician III	21.52
30084 - Engineering Technician IV	25.66
30085 - Engineering Technician V	30.95
30086 - Engineering Technician VI	37.45
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	19.58
30240 - Mathematical Technician	22.93
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.20
30364 - Paralegal/Legal Assistant IV	33.01
30390 - Photo-Optics Technician	22.93
30461 - Technical Writer I	22.46
30462 - Technical Writer II	27.48
30463 - Technical Writer III	33.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51



30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	20.64
Surface Programs	
30621 - Weather Observer, Senior	23.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.67
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.51
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	15.04
31363 - Truckdriver, Heavy	20.14
31364 - Truckdriver, Tractor-Trailer	20.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	9.53
99095 - Embalmer	24.26
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II	13.40
99310 - Mortician	24.26
99410 - Pest Controller	15.45
99510 - Photofinishing Worker	11.96
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	16.25
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	11.66
99830 - Survey Party Chief	19.49
99831 - Surveying Aide	12.77
99832 - Surveying Technician	17.49
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	15.76
99842 - Vending Machine Repairer Helper	12.54

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**J-3 GOVERNMENT FURNISHED PROPERTY – PORTSMOUTH**

<b>Item</b>	<b>Location</b>	<b>ID Number</b>
2 Dell Desktop Computers	Portsmouth Office	EH1001/EH1002
External Hard Drive	Portsmouth Office	EH1003
Laptop Computer (Older one)	Portsmouth Office	EH1004
Icon Digital Camera	Portsmouth Office	EH1005
Copier/Printer	Portsmouth Office	EH1006
2 Bookshelves Cabinets	Portsmouth Office	EH1007/EH1008
Black Metal Cabinet	Portsmouth Office	EH1009
New Dell Laptop Computer #1	Portsmouth Office	EH1010
New Dell Laptop Computer #2	Portsmouth Office	EH1011
Nikon Camera 12.3 Megapixel D5000	Portsmouth Office	EH1012
Adobe Creative Suite CS5 Software	Portsmouth Office	EH1013
Extra Computer Screen	Portsmouth Office	EH1014
Vizio TV with Stand	Portsmouth Office	EH1015
2 New Dell Desktop Computers	Portsmouth Office	EH1016/EH1017
2 Dell Printers V715W	Portsmouth Office	EH1018/EH1019
60 in Sharp TV	Portsmouth Office	EH1020
87in Dry Erase Board	Portsmouth Office	EH1021
Meeting Table	Portsmouth Office	EH1022
Apple Laptop	Portsmouth Office	EH1023
Projector	Portsmouth Office	EH1024
Conference Phone	Portsmouth Office	EH1025
Web Cam	Portsmouth Office	EH1026

Floor Display Booth	Portsmouth Office	EH1027
IOMGA Backup System	Portsmouth Office	EH1028
Push to TV	Portsmouth Office	EH1029
Small Bookshelf	Portsmouth Office	EH1030
2 Office Chairs	Portsmouth Office	EH1031/EH1032
2 L Shaped Desk	Portsmouth Office	EH1033/EH1034
3 -2 Drawer File Cabinet	Portsmouth Office	EH1035/EH1036/EH1037
Microwave Cart	Portsmouth Office	EH1038
Coffee Maker	Portsmouth Office	EH1039
Microwave	Portsmouth Office	EH1040
Electric Hole Punch	Portsmouth Office	EH1041
Miscellaneous Framed Photos	Portsmouth Office	EH1042
Refrigerator	Portsmouth Office	EH1043
DVD player	Portsmouth Office	EH1044
Mini Projector	Portsmouth Office	EH1045
Ipad	Portsmouth Office	EH1046
3 Clocks	Portsmouth Office	EH1047/EH1048/EH1049
15 Rolling Conference Room Chairs	Portsmouth Office	EH1050/EH1051/EH1052 EH1053/EH1054/EH1055 EH1056/EH1057/EH1058 EH1059/EH1060/EH1061 EH1062/EH1063/EH1064
5 Lobby Chairs	Portsmouth Office	EH1065/EH1066/EH1067 EH1068/EH1069

**J-4 GOVERNMENT FURNISHED PROPERTY – PADUCAH**

<b>Item</b>	<b>Location</b>	<b>ID Number</b>
L shaped desk w/4 drawers	Front Office	EH1001
Two drawer filing cabinet	Front Office	EH1002
2 Dell Monitors	Server Room	EH1003/EH1004
2 Dell CPUs	Storage Closet	EH1005/EH1006
2 Dell Printers	Storage Closet	EH1007/EH1008
Credenza w/ 2 drawers and 2 doors	200 Conference Room	EH1009
Desk w/4 drawers	Back Office	EH1010
Conference Table	300 Conference Room	EH1011
2 three shelf bookcases	100/300 Conference Room	EH1012/EH1013
4 shelf bookcase	100 Conference Room	EH1014
5 shelf bookcase	Back Office	EH1015
Flip Chart Easel	Back open area	EH1017
Coffee table	Men's bathroom	EH1018
Coat rack	300 Conference Room	EH1020
Table 5 ft. brown	Storage Closet	EH1021
2 Black storage cabinets	100 Conference Room	EH1022/EH1023
2 Speakers	Storage Closet/Meeting Room	EH1024/EH1025
2 Speaker Stands	Storage Closet	EH1029/EH1030
Sound System including Dual Tape Deck/Amplifier, and Two Receivers	Meeting Room	EH1028
2 Microphones	Meeting Room	EH1029/EH1030
2 Lapel Microphones	Storage Closet	EH1033/EH1034
2 Microphone Stands	Meeting Room	EH1026/EH1027



9 meeting tables 6 ft.	Meeting Room	EH1037/EH1038/ EH1039/EH1040/ EH1041/EH1042/ EH1043/ EH1044/ EH1045
Podium 2 pieces top and bottom	Meeting Room	EH1051
4 Filing Cabinets 4 drawer	2 Front Office/2 Storage Closet	EH1052/EH1053/ EH1054/ EH1055
2 Burgundy striped guest chairs	Back Office	EH1056/ EH1057
2 Burgundy guest chairs	200 Conference Room	EH1058/EH1059
Table 4 ft. white	Back Open Area	EH1060
ACER Laptop Computer	Front Office	EH1062
Dell Laptop Computer	Front Office	EH1063
Dell Projector	Storage Closet	EH1064
Pull down Projector screen	100 Conference Room	EH1066
Microcassette Recorder	100 Conference Room	EH1067
Electric Stapler	100 Conference Room	EH1070
2 Computer Keyboards	Storage Room/Server Room	EH1072/EH1073
Electric Hole Puncher	100 Conference Room	EH1077
Panasonic DVD Player	Storage Room	EH1076
Durabrand Tape Player	Storage Room	EH1078
Refrigerator - small	200 Conference Room	EH 1071
46 chairs burgundy no arms	6 Meeting Room/31 EIC	
25 chairs blue no arms	Meeting Room	
Cork Board	Back Office	
3 Dry Erase Boards	Front Office/Back Office/300 Conference Room	
Swing arm Desk Lamp	200 Conference Room	

5 blue desk chairs w/ arms and wheels	1 Front Office/1 Back Office/3 Meeting Room	
2 blue chairs w/ arms	Front Office	
6 blue chairs w/wheels and no arms	100/200 Conference Rooms	
3 flags (KY, DOE, USA)	Meeting Room	
Chafing Dish	Meeting Room	
Miscellaneous Framed Photos	Back Open Area	
Coffee Pot w/ carafe	Meeting Room	
Percolator	Meeting Room	
2 Pitchers	Meeting Room	
Stainless Carafe	Meeting Room	
Iced Tea Maker w/ carafe and pitcher	Meeting Room	
2 Wall Clocks	Front Office/Back Office	
2 Pitchers	Meeting Room	
2 Coolers – 4’ white	300 Conference Room	
Coffee Carafe	Meeting Room	
Crock Pot	Storage Closet	
Table Top Display Exhibit Case	Storage Closet	
2 Dell Monitors	Front Office	
Dell CPU	Front Office	
Seagate external hard drive – 2T	Front Office	
AT&T desk phone – 1070	Front Office	
miniMac Server	Front Office	
Logitech wireless mouse	Front Office	
Dell keyboard	Front Office	
Keyboard – generic	Front Office	
Nikon D90 digital camera	Front Office	

Nikon 18-105mm lens	Front Office	
Nikon 70-300mm lens	Front Office	
Nikon SB-600 flash	Front Office	
Premier paper cutter	Front Office	
Flip camera	Front Office	
Desk section – DOE	Meeting Room	
Desk – DOE	Meeting Room	
RCA 40” LCD tv	Meeting Room	
Epson projector – ceiling mount	Meeting Room	
Microwave	Meeting Room	
Refrigerator – regular size	Meeting Room	
Refrigerator – small size	Meeting Room	
2 Sony video cameras – ceiling mount	Meeting Room	
Boxee Box	Meeting Room	
Insignia 55” LCD tv	300 Conference Room	
8’ conference table – DOE	300 Conference Room	
4’ white folding table	300 Conference Room	
4’ white folding table (folds in half)	300 Conference Room	
7’ aerial photo of PGDP	300 Conference Room	
Flip chart easel	300 Conference Room	
6’ wooden conference table – DOE	200 Conference Room	
Dynex 40” LCD tv	200 Conference Room	
3- 8’ white folding tables	100 Conference Room	
8’ tan folding table	100 Conference Room	
Insignia 55” LCD tv	100 Conference Room	
5’ aerial photo of PGDP	100 Conference Room	
Polycom Voice Station 300 conferencing phone	100 Conference Room	
Dell Latitude D630 laptop	100 Conference Room	
Projector Stand	100 Conference Room	
Dell Vostro laptop – red	100 Conference Room	
Electric pencil sharpener	100 Conference Room	
Flip Chart Easel	Storage Closet	
Dell projector – small	Storage Closet	
5’ folding table – DOE	Storage Closet	
Cooler – small	Storage Closet	
Epson printer	Storage Closet	
Memorex external DVD recorder	Storage Closet	
Logitech wireless keyboard	Storage Closet	
Dell projector – large	Storage Closet	
Dell Powervault tape drive	Server Room	
Dell server	Server Room	

Fire safe filing cabinet, 2 dwr. – DOE	Server Room	
APC battery backup	Server Room	
D-link wireless router	Server Room	
Cisco wireless router	Server Room	
Ethernet switch	Server Room	
Dymo labelwriter	Back Office	
Dell P713w printer	Back Office	
Dell Grey laptop (EHI-4112118857f)	Back Office	
2 Dell 15” monitors	Back Office	
Apple MacBook Pro	Back Office	
2 Apple Ipads	Back Office/Front Office	
Dell laptop dock	Back Office	
AT&T desk phone – 1080	Back Office	
Apple Ipad	Checked out	200100
Apple Ipad	Checked out	200101
Apple Ipad	Checked out	200102
Apple Ipad	Checked out	200103
Apple Ipad	Checked out	200104
Apple Ipad	Checked out	200105
Apple Ipad	Checked out	200106
Apple Ipad	Checked out	200107
Apple Ipad	Checked out	200108
Apple Ipad	Checked out	200109
Apple Ipad	Checked out	200110
Apple Ipad	Checked out	200111
Apple Ipad	Checked out	200112
Apple Ipad	Checked out	200113
Apple Ipad	Checked out	200114
Apple Ipad	Checked out	200115
Apple Ipad	Checked out	200116
Apple Ipad	Checked out	200117
Apple Ipad	Front Office	200118
Apple Ipad	Front Office	200119